






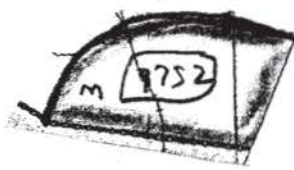
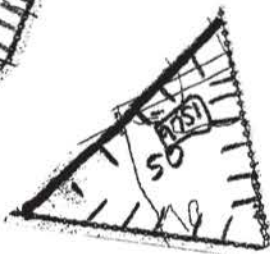
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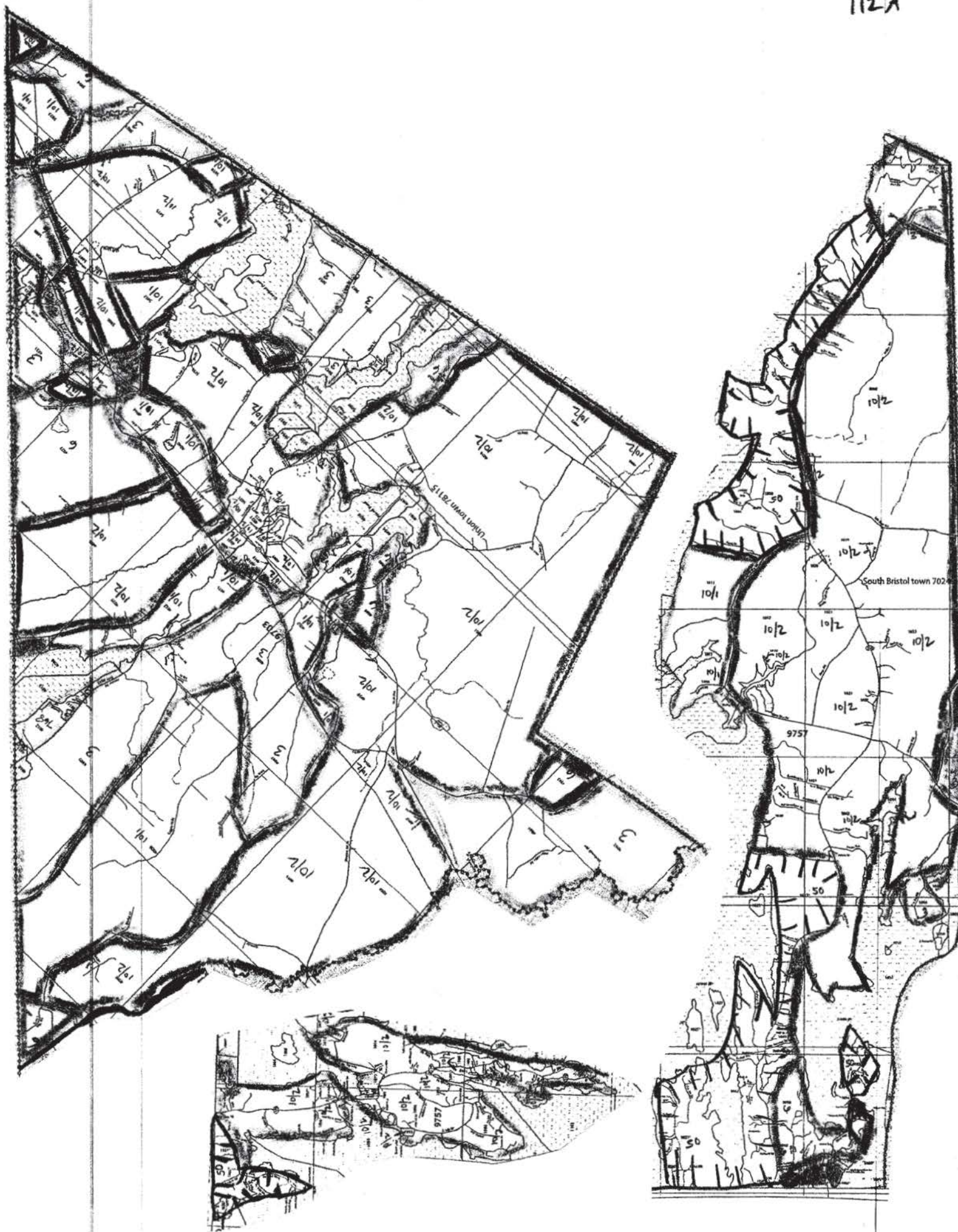
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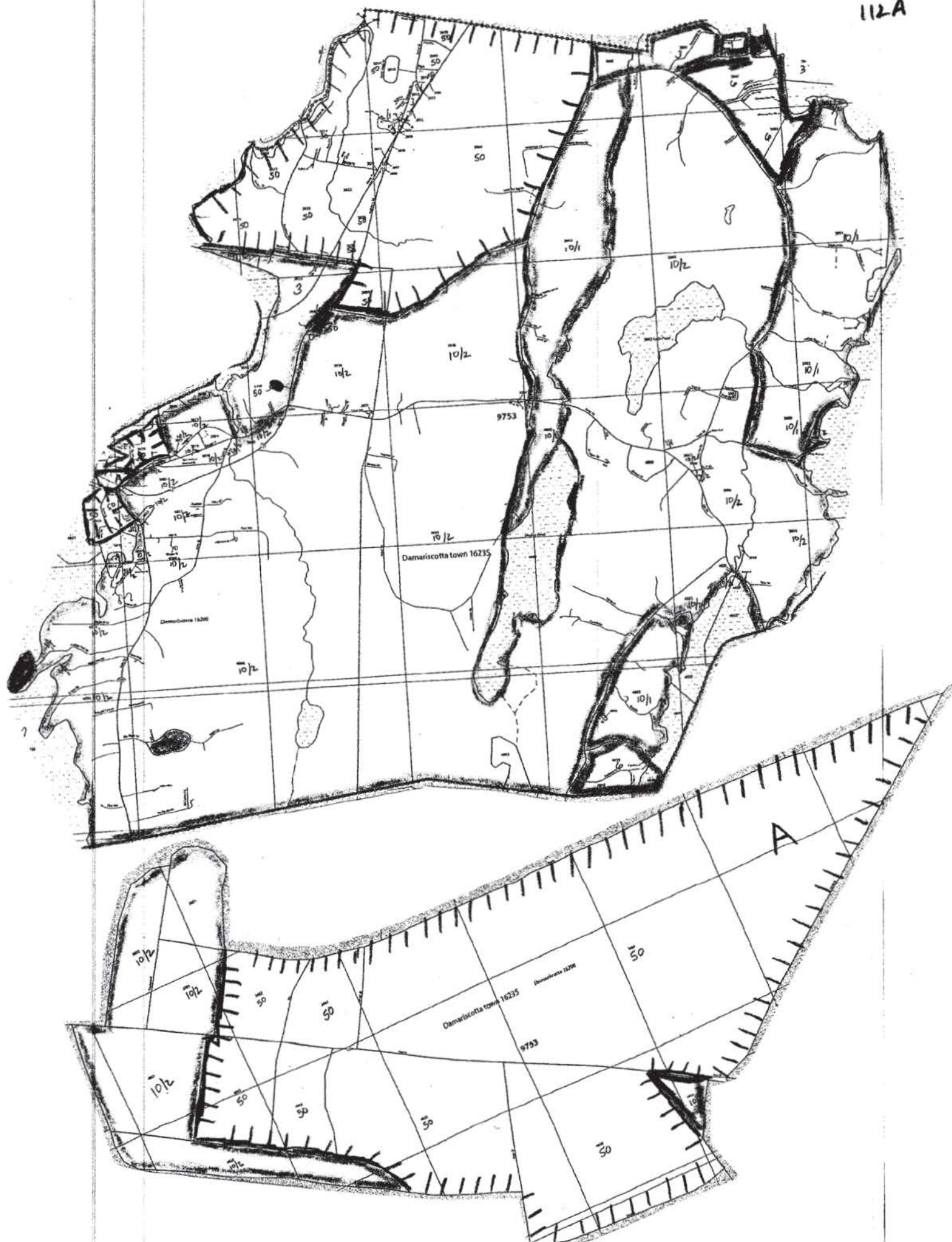
Tidewater Telecom, Inc.

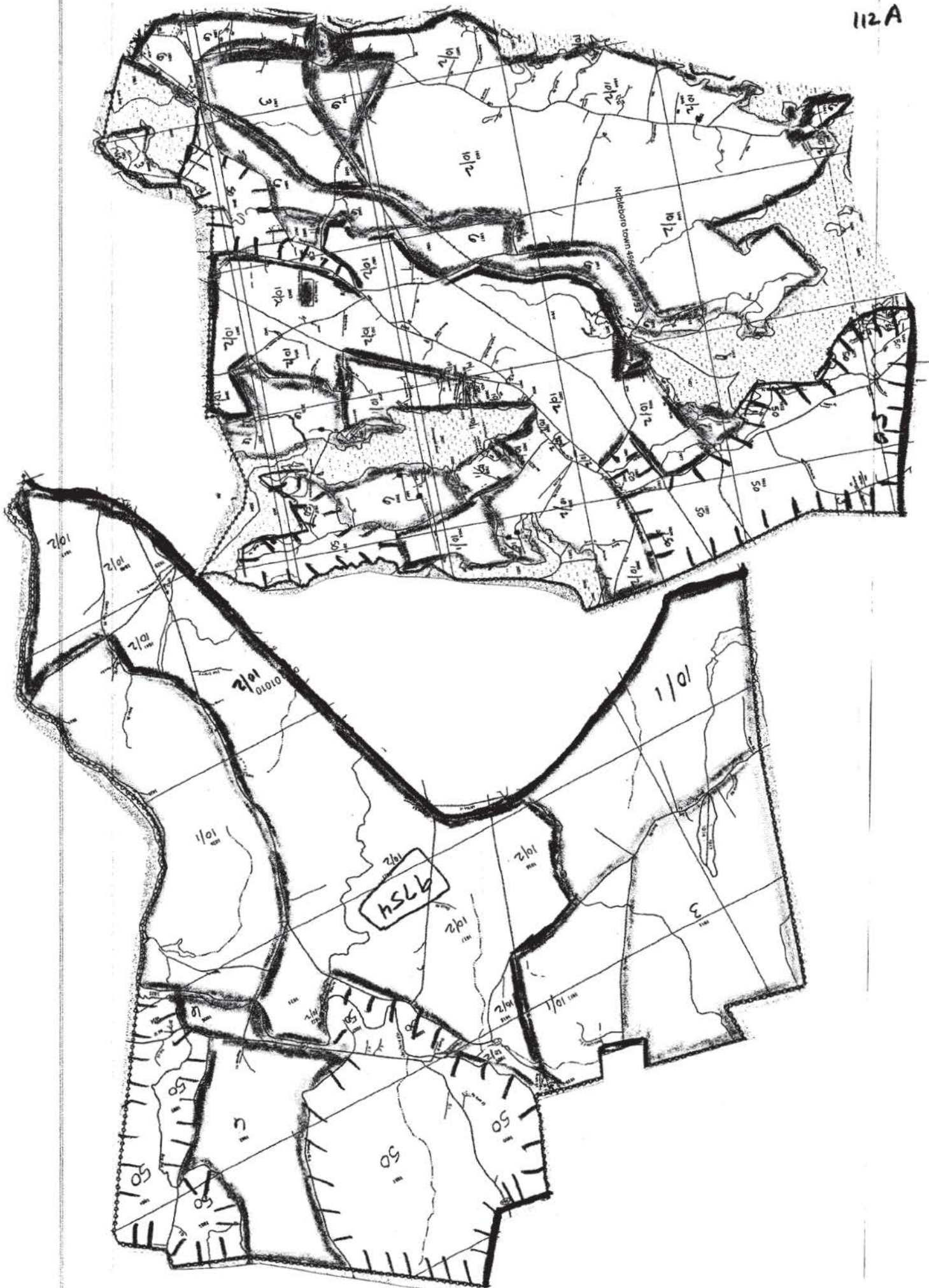
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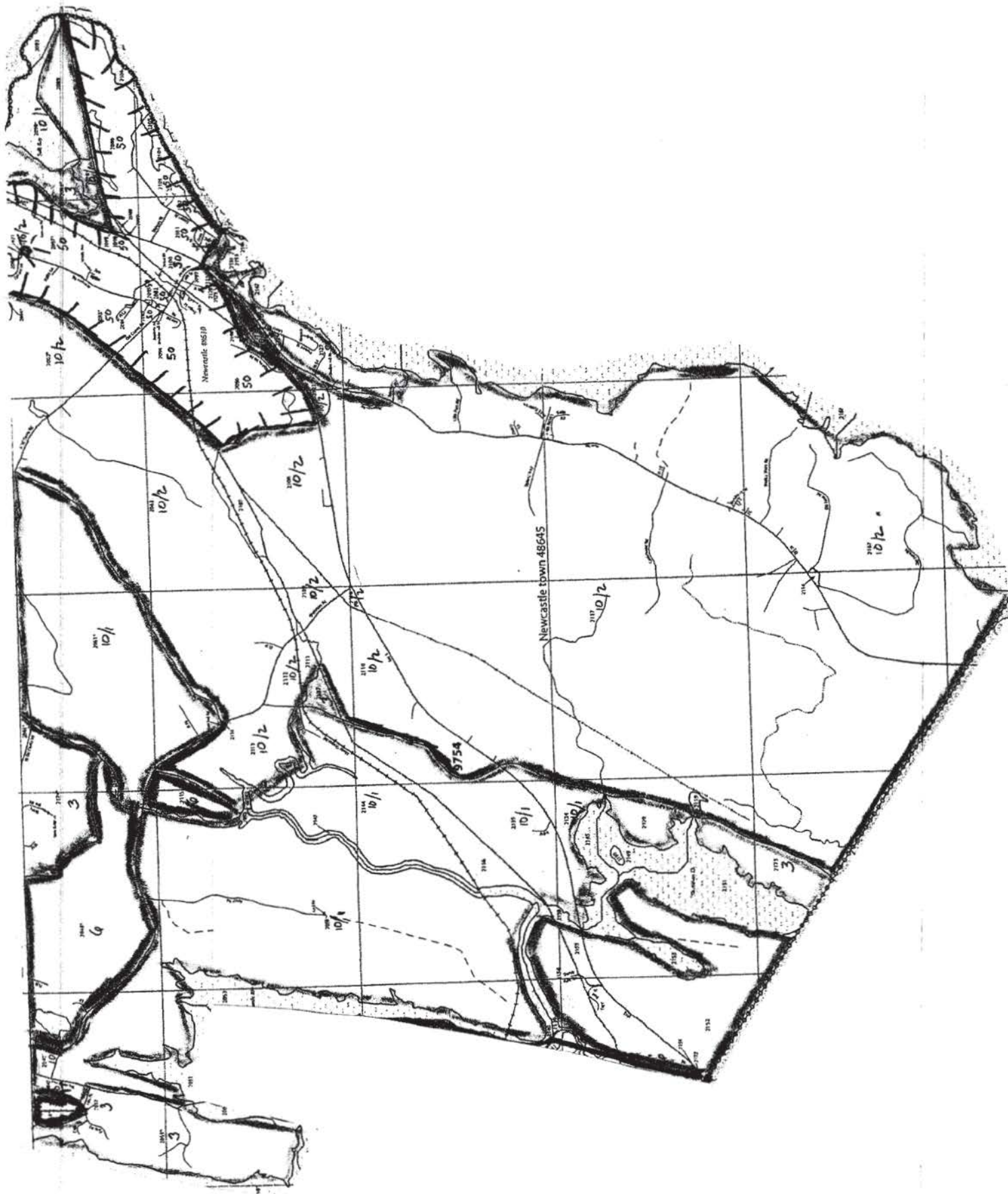
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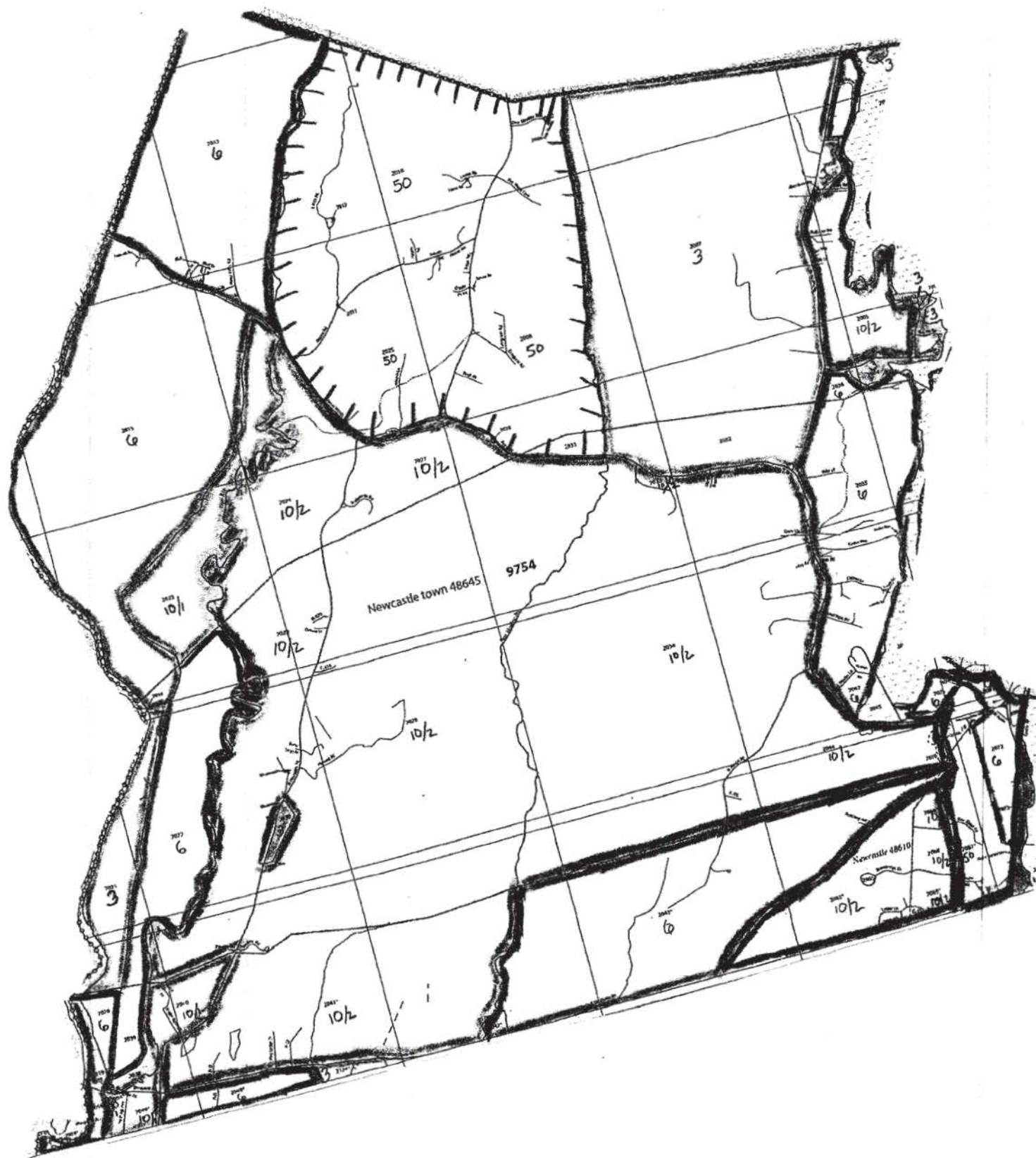


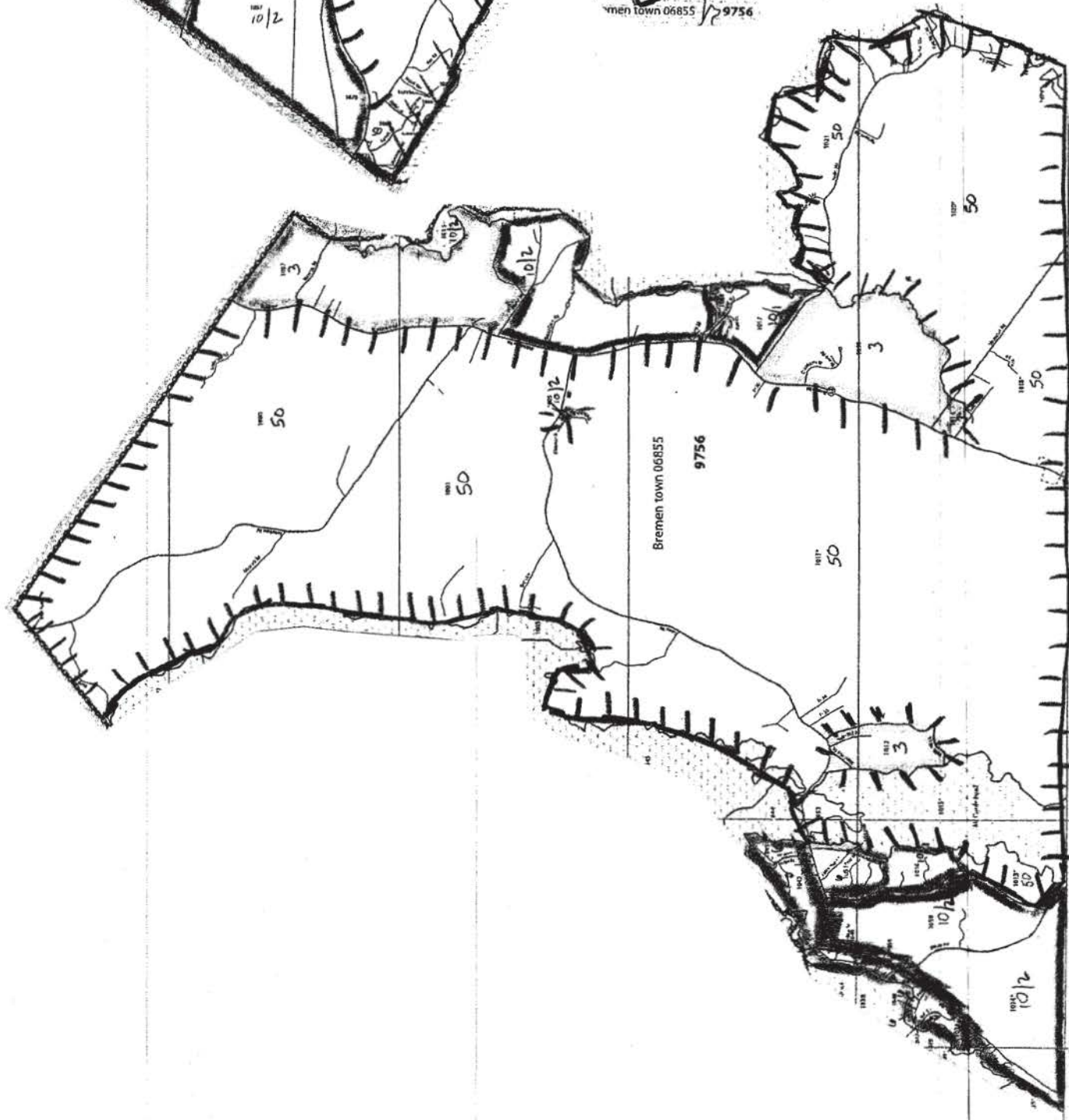
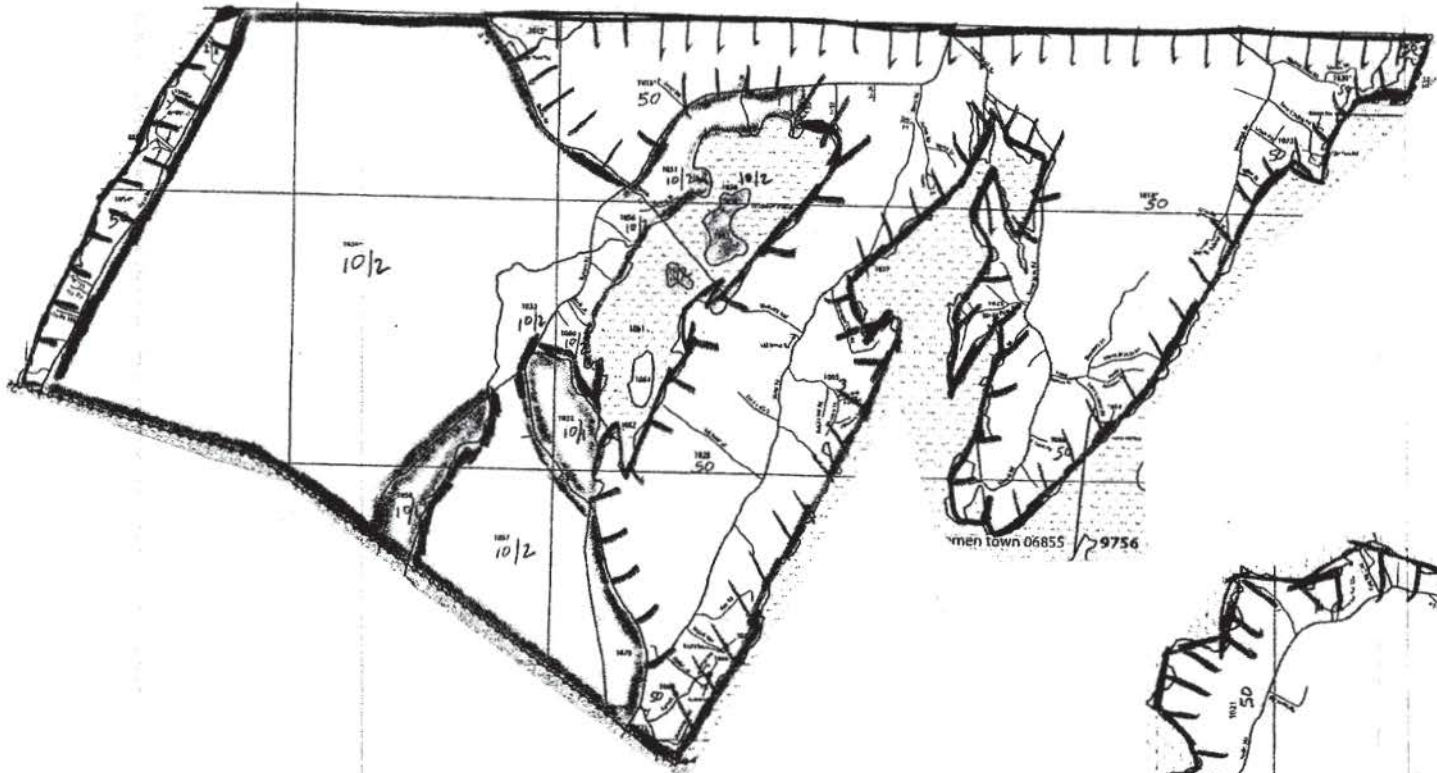


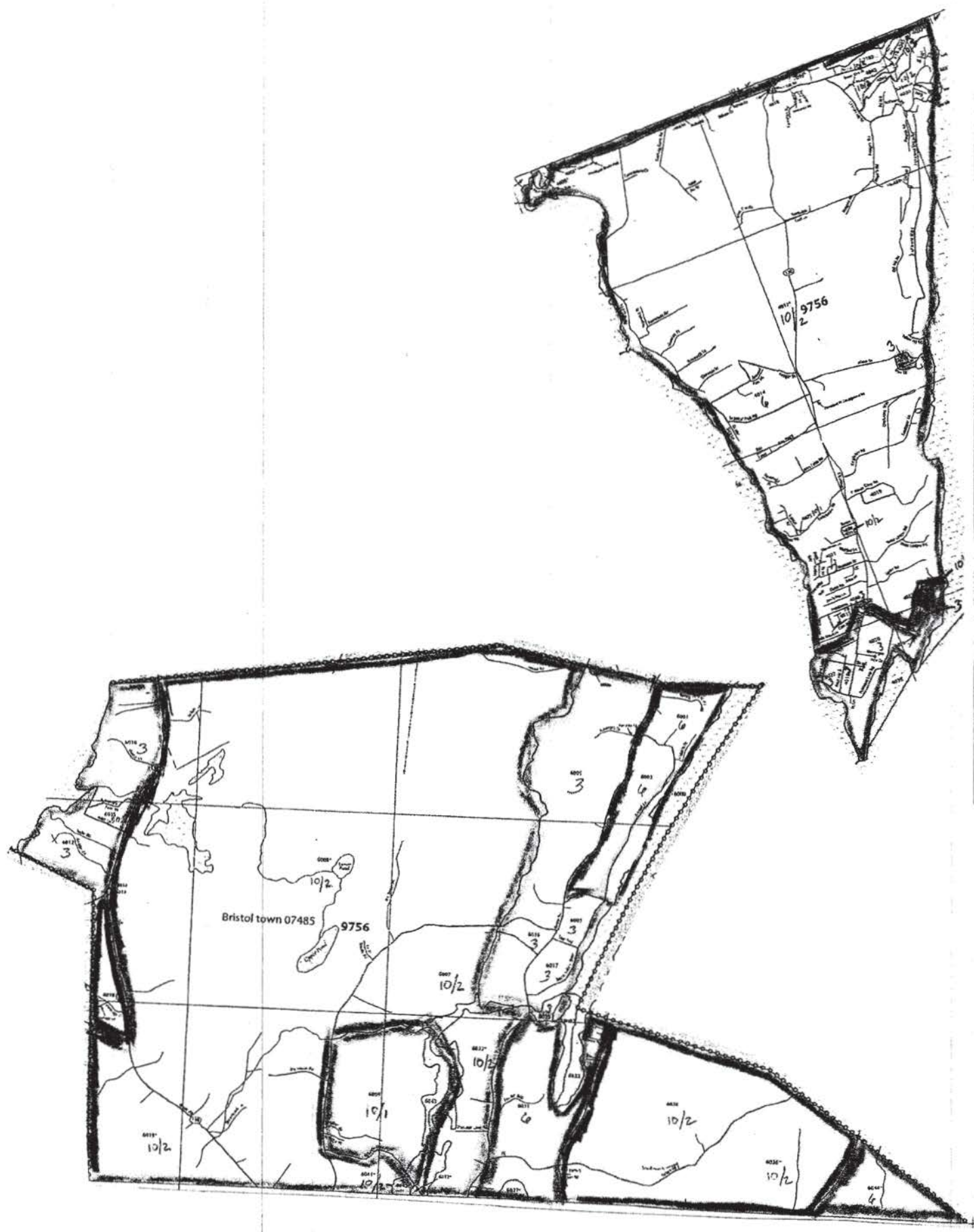


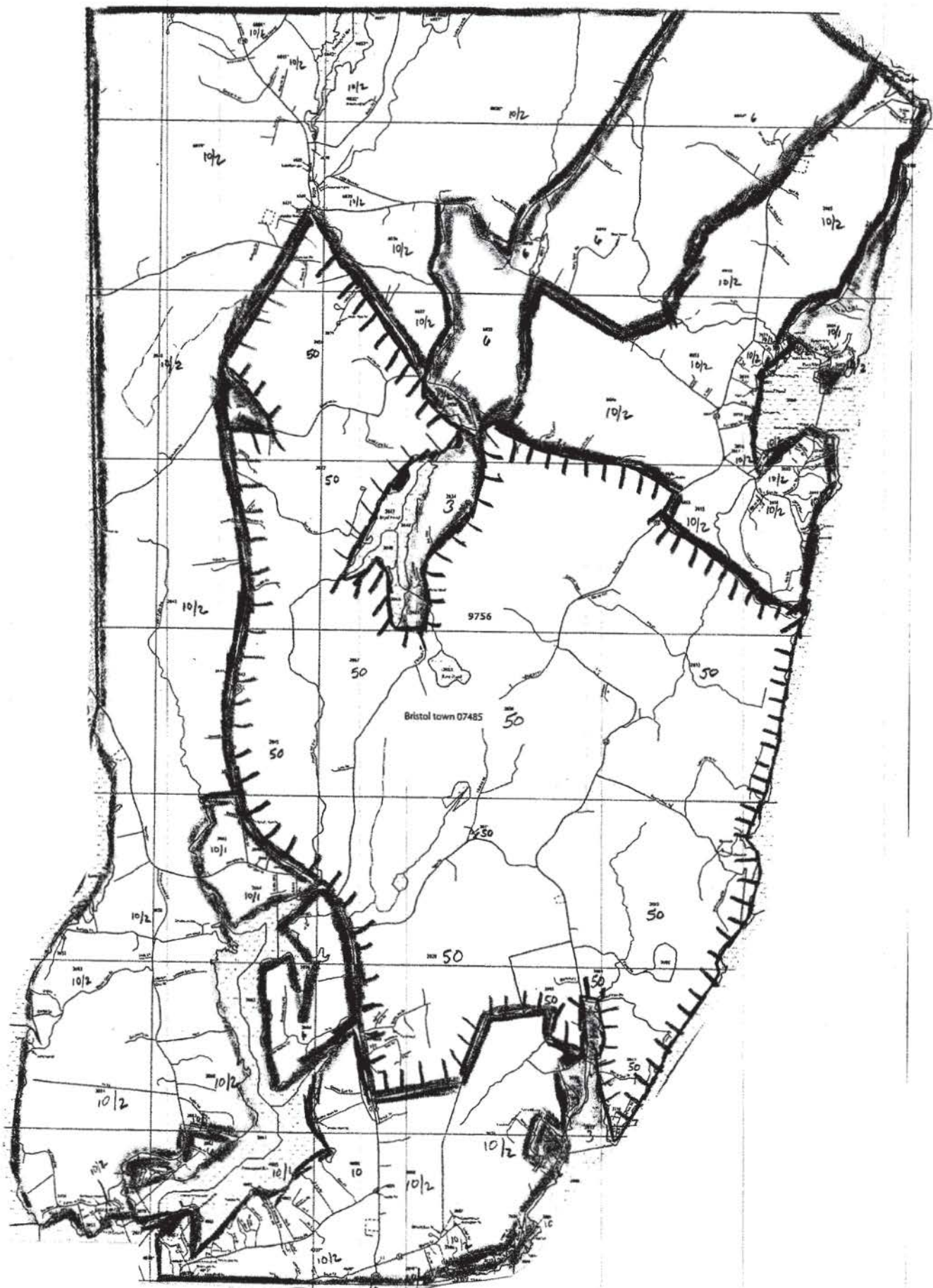












**Tidewater Telecom, Inc.
Provider of Last Resort Retail Service
Schedule of Rates, Terms and Conditions**

**Table of Contents
Original**

TABLE OF CONTENTS

	<u>Section</u>
Definitions	1
General Provisions	2
Service Charges	3
Residential Economy Service	4
Residential Premium Service	5
Business Economy Service	6
Business Premium Service	7

Issued Date: July 31, 2012

Proposed Effective Date: August 30, 2012

Effective Date: _____

Docket No.: _____



Shirley P Manning

President

Tidewater Telecom, Inc.
Provider of Last Resort Retail Service
Schedule of Rates, Terms and Conditions

Section 1
Page 1
Original

DEFINITIONS

Access Line - The facilities from the Telephone Company's Central Office up to and including the Company-provided Network Interface or First Point of Connection located on the Customer's Premises.

Authorized User - The term "Authorized User," as used in connection with retail Provider of Last Resort Service, denotes those individuals authorized by the Telephone Company to use a Customer's telephone service. It includes the members of the same household, employees or agents of the Customer, and residential tenants of hotels, clubs, etc.

Central Office - A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting Customer lines and Trunks or Trunks only. There may be more than one Central Office in a building or Exchange.

Class of Service - The various categories of service generally available to the Customer, such as Business or Residential service.

Commission - The Maine Public Utilities Commission

Company - Tidewater Telecom, Inc., as applicable, a corporation engaged in the business of furnished telephone service to the public under the jurisdiction of the Maine Public Utilities Commission.

Connection Charge - See "Service Connection Charge."

Continuous Property - The plot of ground, together with any buildings thereon, occupied by the Customer, which is not divided by public highways or separated by property occupied by others. Where a Customer occupies property on both sides of a street, alley, highway, body of water, railroad right-of-way, etc., and the properties would otherwise be continuous, such properties are treated as Continuous Property provided local wire or cable facilities are used and the Customer furnishes all local distribution pole line facilities or underground conduit required in connection therewith.

Contract - Refers to the agreement, either written or verbal, between a Customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the Schedules as approved by the Maine Public Utilities Commission.

Issued Date: July 31, 2012

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Docket No.: _____



Shirley P Manning

President

Tidewater Telecom, Inc.
Provider of Last Resort Retail Service
Schedule of Rates, Terms and Conditions

Section 1
Page 2
Original

Customer - The individual, partnership, association, corporation or other entity which contracts for telephone service and is responsible for the payment of charges and compliance with the terms and conditions of the Company.

Demarcation Point - The point of interconnection or demarcation between Telephone Company communication facilities and customer-premises wire or Terminal Equipment at a Subscriber's Premises. The demarcation point between Company facilities and Customer premise wire on the Subscriber's side of the Company's protector (or the equivalent thereof in cases where a protector is not employed) at the Network Interface, or if there is no Network Interface, at, but not including, the protector or equivalent.

Exchange - A basic geographical unit established for the administration of telephone service in a specific area, called the "Exchange Area", which usually embraces a city, town or village, and its environs. It may consist of one or more Central Offices, together with the associated plant, equipment, and facilities used in furnishing communication service within the area.

Exchange Area - The territory served by an Exchange.

Home Exchange - The Exchange in which the customer is located and service is provided.

Initial Service Period - The minimum length of time for which a Customer is obligated to pay for service, facilities, and equipment, whether or not retained by the Customer for such minimum length of time.

Installation Charge - See Service Connection Charge.

Local Service Area - The area within which telephone service is furnished under a specific schedule of rates without the application of specific charges for each Message.

Message - A completed communication between two telephone numbers.

Minimum Contract Period - The minimum length of time for which a Customer is obligated to pay for service, facilities and equipment, whether or not retained by the Customer for such minimum length of time.

Move Charge - Service charges a Customer is required to pay when, at the Customer's request, the Customer's service is continued under the same or superseding Contract at a different location on the same Premises.

Issued Date: July 31, 2012

Proposed Effective Date: August 30, 2012

Effective Date:

Docket No.: _____



Shirley P Manning

President

Tidewater Telecom, Inc.
Provider of Last Resort Retail Service
Schedule of Rates, Terms and Conditions

1210
Section 1
Page 3
Original

Network Interface - A specifically designated standard FCC Registration Program jack that is installed by the Telephone Company as part of the Access Line on a Customer's Premises at a location determined by the Company which is accessible to the Customer; or similar device provided by the Customer on the Customer's side of the protector in the vicinity of the protector and accessible to the Customer. The Network Interface is located on the Customer's Premises and serves as the point of connection for all Premises services to the telecommunications network.

Premises - The buildings, portion or portions of a building or buildings on Continuous Property used and/or occupied at one time by the Customer in the conduct of this business or as a residence.

Provider of Last Resort Retail Service - A retail service taken by a customer of the Company that consists of Residential Economy Service, Residential Premium Service, Business Economy Service, or Business Premium Service as set forth in this Schedule.

Schedule - The rates, charges, rules, regulations, and separately filed franchise area maps adopted and filed by the Company and approved by the Maine Public Utilities Commission.

Service Connection Charge - The charge or charges that apply to the establishment of telephone service or subsequent modifications to that service. For example, Service Connection Charges include: 1) Initial Connection Charge, 2) Secondary Service Order Charge, and 3) Central Office Work Charge (see Section 3).

Serving Exchange - The Exchange in which the serving Central Office is located.

Subscriber - See Customer.

Switch - A unit of dial switching equipment which provides interconnection between Station lines or Trunks.

Tariff - See Schedule.

Telephone Company - See Company.

Termination Charge - A charge applied under certain conditions, when a Contract for service is terminated by the Customer before the expiration of the Minimum Contract Period.

Issued Date: July 31, 2012

Proposed Effective Date: August 30, 2012

Effective Date:

Docket No.: _____



Shirley P Manning

President

GENERAL PROVISIONS

2.1 Compliance With Commission Rules

Tidewater Telecom, Inc. agrees to comply with all Rules of the Maine Public Utilities Commission to the extent they apply to Provider of Last Resort service, including but not limited to:

- Chapter 110: Rules of Practice and Procedure;
- Chapter 120: Filing Requirements for Rates, Terms and Conditions;
- Chapter 130: Safety and Accident Reporting;
- Chapter 140: Utility Service Area and Infrastructure Maps;
- Chapter 200: Reporting Requirements for Telecommunications Carrier's Service Outages;
- Chapter 210: Uniform System of Accounts for Telephone Utilities;
- Chapter 285: Maine Telecommunications Education Access Fund;
- Chapter 288: High Cost Universal Service Fund;
- Chapter 290: Standards for Billing, Credit and Collection and Customer Information;
- Chapter 296: Selection of Preferred Telecommunications Carriers and the Imposition of Preferred Carrier Freezes;
- Chapter 297: Anti-Cramming Rule;
- Chapter 870: Late Payment Charges, Interest Rates to be Paid on Customer Deposits, and Charges for Returned Checks;
- Chapter 880: Attachment to Joint-Use Utility Poles; Determination and Allocation of Costs; Procedure;
- Chapter 89: Confidentiality of Customer Records;
- Chapter 895: Underground Facility Damage Prevention Requirements.

Issued Date: July 31, 2012

Proposed Effective Date: August 30, 2012

Effective Date: _____

Docket No.: _____



Shirley P Manning

President

Tidewater Telecom, Inc.
Provider of Last Resort Retail Service
Schedule of Rates, Terms and Conditions

Section 2
Page 2
Original

2.2 Application of Terms and Conditions.

- A. The terms and conditions set forth herein apply to intrastate retail provider of last resort service furnished within the State of Maine by Tidewater Telecom, Inc., hereinafter referred to as the Company, subject to the jurisdiction of the Maine Public Utilities Commission.

Exchanges Served by Tidewater Telecom, Inc.

Bremen
Damariscotta
New Harbor
Sheepscot
South Bristol
Union

- B. When services are provided in part by the Company and in part by other companies, the terms and conditions of the Company apply to that portion of the service furnished by the Company.

2.3 Equipment Provision

- A. Company shall own the Network Interface and any associated facilities for provisioning service to a customer location.
- B. No equipment, apparatus, Circuit, or device not furnished by the Company shall be directly attached or connected electrically with the facilities furnished by the Company, except as provided in this Schedule, or otherwise authorized in writing by the Maine Public Utilities Commission. In no event may any equipment, apparatus, or device be connected in any manner with the facilities furnished by the Company unless the connection of such equipment, apparatus, or device complies with the provisions of Part 68 of the Rules of the Federal Communications Commission. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, or to terminate the service.
- C. The provisions of the preceding shall not be construed or applied to bar a Customer from using devices which serve the Customer's convenience in the Customer's use of the facilities of the Company provided any such device so used does not:

Issued Date: July 31, 2012

Proposed Effective Date: August 30, 2012

Effective Date: _____

Docket No.: _____



Shirley P Manning

President

Tidewater Telecom, Inc.
Provider of Last Resort Retail Service
Schedule of Rates, Terms and Conditions

Section 2
Page 3
Original

1. Endanger the safety of the Company employees or the public;
 2. Damage, require change in or alteration of, or involve direct electrical connection to, the equipment or other facilities of the Company, unless as provided for elsewhere in this Schedule;
 3. Interfere with the proper functioning of such equipment or facilities;
 4. Impair the operation of the communication system;
 5. Otherwise injure the public in its use of the Company's services.
- D. Except as otherwise provided in this Schedule, nothing herein shall be construed to permit the use of a recording device, or of a device to interconnect any line or Channel of the Company with any other communication line or Channel of the Company or of any other person.

2.4 Minimum Contract Period

- A. Except as specified elsewhere in this Schedule, the Minimum Contract Period is one month from the date service or additions to service are established and the minimum charge is the authorized rate for one month. For purposes of rate administration each month is considered to have 30 days.
- B. The Company may require a Contract period longer than one month at the same location in connection with special types or arrangements of equipment or for unusual construction necessary to meet specific demands for service.

2.5 Abuse or Fraudulent Use of the Service

- A. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:
 1. The use of service or facilities of the Company to transmit a Message or to locate a person or otherwise to give or obtain

Issued Date: July 31, 2012

Proposed Effective Date: August 30, 2012

Effective Date:

Docket No.: _____



Shirley P Manning

President

information, without payment of the charge applicable for such service;

2. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
 3. The use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another;
 4. The use of the service in such manner as to interfere unreasonably with the use of the service by one or more other Customers; and/or
 5. The impersonation of another.
- B. Service may be discontinued if there is abuse or fraudulent use of service as outlined in 2.5.A.

2.6 Use of the Service for Unlawful Purposes

The service is furnished subject to the condition that it shall not be used for any unlawful purposes. If Company determines that customer is using service provided by the Company for unlawful purposes, Company reserves the right to disconnect Customer's service. Any Customer whose service is to be discontinued will be notified by the Company of that Customer's or applicant's right to bring a complaint before the Maine Public Utilities Commission to determine whether or not such service is being used in violation of this rule. Upon complaint to the Commission by any applicant or Customer who is affected by the refusal of discontinuance of service in accordance with this rule, such service shall be provided, continued or restored if the Commission shall determine that the service has not been used in violation of this rule.

2.7 Telephone Numbers

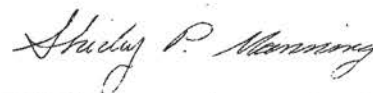
- A. Customer has no ownership right for, or property right to, the telephone

Issued Date: July 31, 2012

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Effective Date:

Docket No.: _____



Shirley P Manning

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